

TERMS AND CONDITIONS OF SERVICE

These general Terms and Conditions of Service (“Terms”) shall apply to any genetic testing services and other services (the “Services”) that Stem Genomics SAS, a privately-held company located at the IRMB-Hôpital St Eloi, 80 avenue Augustin Fliche, 34295 Montpellier Cedex 5, France (“Stem Genomics”), provides to its clients (the “Client”: any physical or legal person to whom Stem Genomics renders the Services). The parties agree to the following Terms:

1. Services.

1.1 **Standard of Performance.** Stem Genomics will use all reasonable efforts to successfully complete the Services, using due care in accordance with the generally prevailing applicable industry standards, taking into consideration Stem Genomics level of experience in the required techniques. Client is aware and acknowledges that the methods of performing the Services rely on statistical sampling. It is therefore, the Client’s responsibility to verify the plausibility and validity of results, and if appropriate to request retesting, possibly using a different confirmatory method.

1.2 **Sample Materials.** Client will send, at his/her own expenses, to Stem Genomics sufficient quantities of the sample materials, compounds, or substances to perform the Services. Stem Genomics will use reasonable care in handling and storing such samples, but shall not be held responsible for any loss or destruction thereof. Stem Genomics will destroy any unused samples one (1) month after sending the final results.

2. **Confidentiality.** During the performance of the Services and for a period of ten (10) years thereafter, each party will treat all information provided by the other in connection with the Services as proprietary and confidential, and will not knowingly disclose, divulge, reveal or report the same to any third person other than the disclosing party or its designated representatives. It is excluded from the confidentiality obligations any information that the receiving party can demonstrate to be (i) independently developed or discovered by the receiving party without the disclosing party’s confidential information; (ii) already known to the receiving party; (iii) in the public domain, other than through breach of these Terms, or any of the receiving party’s obligations to the disclosing party; (iv) disclosed to the receiving party by a third party not in breach of a duty of confidentiality owed to the disclosing party; or (v) required to be disclosed by law, or court or administrative order; provided that the receiving party uses reasonable efforts to give prompt notice to the disclosing party and provides reasonable cooperation with the disclosing party’s efforts to seek confidential treatment for the information.

3. **Payment.** Client shall make payment in full for all invoiced fees and charges, with no right to set-off or reduction. Unless otherwise agreed in writing by Stem Genomics, the payment term is net thirty (30) days from the invoice date, and payment is done in Euros by bank transfer. Each party will cover the bank transfer costs of its own bank. If payment is not received by the due date, Stem Genomics reserves the right to levy an interest charge of 1.5% per month (18% annually) or the maximum allowed by law.

4. Warranties.

4.1 **Client Representations.** Client represents that: (i) it owns, or otherwise has the right to provide the samples to Stem Genomics for use in the performance of the Services; (ii) the samples, and the reception and use by Stem Genomics of such samples for the Services do not infringe any legal rights (including intellectual proprietary rights) of any third-party, and do not violate any applicable ordinance, law, or rule; and (iii) the samples are not hazardous and do not contain toxic materials.

4.2 **DISCLAIMER.** EXCEPT AS EXPLICITLY SET FORTH IN SECTION 1.1 HEREOF, STEM GENOMICS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR RESULTS, AND STEM GENOMICS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NATURE OF THE CONTENT, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND THE RESULTS. THE INFORMATION CONTAINED IN ANY RESULTS IS INTENDED FOR INFORMATIONAL USE IN CONNECTION WITH, AND NOT AS A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF THE CLIENT. Under no circumstance, shall Stem Genomics be liable to the Client for any special, incidental, consequential, or exemplary damage (including, without limitation, loss of profits, business, or damage to goodwill) arising out of or related to these Terms or the transaction contemplated hereunder, regardless of the foreseeability of any of the foregoing, and even if Stem Genomics is informed in advance of the possibility of such damages. Stem Genomics’ total aggregate liability under these Terms shall be limited to the actual damages and will not exceed the amount of fees paid to Stem Genomics by the Client.

4.3 **Indemnification.** Client shall indemnify and defend Stem Genomics and Stem Genomics’ employees, officers, and contractors (each an “indemnified party”) from and against any liability and costs (including reasonable attorneys’ fees) incurred in connection with any claim, demand, action, proceeding, or investigation (a “claim”) arising from the Client’s breach of any provision of these Terms or from the Services performed hereunder; provided that the Client will not be responsible to the extent such claim is determined, by a court of competent jurisdiction, to be the result of any grossly negligent or intentional misconduct by Stem Genomics. Client may not settle any claim to the detriment of the indemnified party without the prior written consent of the indemnified party. The indemnified party may participate in any proceeding brought against the indemnified party with a counsel of their choice and at their own expense. Stem Genomics will promptly notify the Client of any claim(s) under this section. The contractual relationship shall be strictly between the Client and Stem Genomics. There shall be no third party beneficiary or collateral warranty.

5. **Use of Final Report; Reliance Upon Results.** Upon payment of all fees due to Stem Genomics, the Client will own all the intellectual property rights on the results. Client may use and reproduce the final report only in its entirety, or as may have been otherwise pre-approved in writing by Stem Genomics at Stem Genomics’ sole discretion. Client acknowledges that silence, delay or inaction by Stem Genomics with respect to approval will not constitute approval. The Services are conducted for research use only. The results may not be used for any purpose other than research use.

6. **Use of the Name “Stem Genomics”.** Except as expressly provided above in Section 5, the Client shall not use the name, trademark or logo of “Stem Genomics”, the name of any Stem Genomics employee, or the name, trademark or logo of any Stem Genomics-affiliated institution in sales promotion, advertising, or any other form of publicity without the prior written approval of the entity or person whose name is being used.

7. Miscellaneous.

7.1 **Independent Contractor.** The relationship of the parties shall be that of independent contractors and nothing in these Terms shall be deemed or construed to create a joint venture, partnership, agent or representative relationship between Stem Genomics and the Client.

7.2 **No Waiver.** The waiver or the failure to act on a breach, delay, omission or default of any of the provisions of these Terms shall not in any way constitute or be deemed to be a waiver of any subsequent breach of any provision hereof. If any part, term, or provision of these Terms is determined to be invalid or unenforceable, the remainder of these Terms shall not be affected, and shall remain in full force and effect.

7.3 **Governing Law.** These Terms shall be governed by and construed in all respects in accordance with the French laws. Any disputes arising under these Terms will be brought, heard, and determined exclusively in the competent courts of Paris, France.

7.4 **Proprietary Information.** Stem Genomics shall retain and own all right, title, and interest in all of Stem Genomics’ processes, techniques, methods, programs, equipment, samples, materials, technology, skills, information and know-how of general application (including the intellectual property rights therein) that Stem Genomics may use in connection with the performance and provision of the Services.

7.5 **Integration.** These Terms constitute the full understanding between the parties with reference to the subject matter hereof, and no statement or agreement by or between the parties, whether orally or in writing, made prior to or at the signing hereof, shall vary or modify these Terms. No term or condition stated by the Client, either verbally or in any document acknowledging or otherwise accepting these Terms, shall be binding upon Stem Genomics unless specifically agreed to by Stem Genomics in writing.